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Attorneys for Defendants/Counterclaimants
LYNN M. BEAURLINE, POSHE PRODUCTS, LLC
and **POSHE USA, LLC**

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

AMERICAN INTERNATIONAL
INDUSTRIES, a California General
Partnership,

Plaintiff,

v.

LYNN M. BEAURLINE, POSHE
PRODUCTS, LLC, a Nevada Limited
Liability Corporation, POSHE USA
LLC, a Pennsylvania Limited Liability
Company and DOES 1 through 5,

Defendants.

Case No. LACV11-5600 JAK

**PERMANENT INJUNCTION AND
DISMISSAL JS-6**

**[Stipulation for Entry of Permanent
Injunction Filed Concurrently
Herewith]**

Judge: John A Kronstadt

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1 Having considered the Stipulation for Entry of Permanent Injunction
 2 submitted by Plaintiff American International Industries (“Plaintiff”) and Defendants
 3 Lynn M. Beaurline, Poshe Products, LLC and Poshe USA LLC (collectively,
 4 “Defendants”):

5 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

6 1. Defendants, their successors, assigns, owners, principals, partners,
 7 shareholders, officers, directors, agents, servants, employees, and any and all persons
 8 acting in concert or participation with Defendants are immediately and permanently
 9 enjoined from:

10 (a) Using or in any other manner commercially exploiting any POSHE IP.
 11 For purposes of this injunction, “Poshe IP” shall mean: (1) All inventions related to
 12 or arising from the Poshe Products, including without limitation, United States
 13 Letters Patent Nos. 5,512,273, 5,662,891, and 5,270,804 and all derivations,
 14 improvements, and continuations thereof or therefrom, as well as all formulations,
 15 ingredient lists, manufacturing and mixing instructions related to any of the Poshe
 16 Products; (2) all common law or registered trademarks, trade dress, trade names,
 17 corporate names, domain names or other internet addresses and sites incorporating
 18 any of the foregoing, used at any time on or with the Poshe Products, including
 19 without limitations “Poshe” in any form; (3) all copyrightable material whether
 20 registered or common law, including photos, pictures, graphics, designs, shapes or
 21 text used in any way with the Poshe Products or advertising and marketing materials
 22 created for Poshe Products; (4) all trade secrets and know how related to (1) through
 23 (3) above.

24 (b) Using or in any manner commercially exploiting the domain name
 25 www.discountposhe.com or any other domain name in which the word “Poshe” is
 26 used;

27 (c) Selling within the United States of America or any of its territories the
 28 inventory listed on the Inventory Sheet attached hereto as **Exhibit “1”**. However,



1 pursuant to a limited, exclusive non-transferable license for ninety (90) days from the
 2 date of execution of the Settlement Agreement by all Parties thereto, the Poshe
 3 Defendants may sell, outside of the United States and its territories, any such
 4 inventory in its possession or under its control. As to any such inventory not sold
 5 within such ninety (90) day period, the Poshe Defendants agree to abandon any and
 6 all rights to such inventory, including the right to sell same.

7 (d) As to certain inventory produced for Amway under the Amway brand “The
 8 Body Blends”, which may contain a reference to the Poshe patents, the Posche
 9 Defendants may, pursuant to a limited, exclusive non-transferable license for ninety
 10 (90) days from the date of execution of this Agreement by all parties thereto, sell the
 11 inventory to Amway. As to any such inventory not sold to Amway within such
 12 ninety (90) days, the Poshe Defendants agree to abandon any and all rights to such
 13 inventory, including the right to sell same. A list of said inventory is attached hereto
 14 as **Exhibit “2”**.

15 2. This court has personal jurisdiction over the parties with respect to this
 16 Civil Action and this Stipulated Permanent Injunction.

17 3. This court has jurisdiction over the subject matter of this Civil Action.

18 4. Each party shall bear its own attorney’s fees and costs in connection
 19 with this action; provided, however, that in the event any party files a motion, action
 20 or other proceeding to enforce or interpret the terms of this Stipulated Permanent
 21 Injunction or the Settlement Agreement, the prevailing party shall be entitled to
 22 recover all attorney’s fees and other fees and costs incurred in connection with such
 23 a motion, action or enforcement proceeding.

24 5. The parties request that the court retain jurisdiction over this matter, to
 25 the extent necessary, to interpret or enforce the Settlement Agreement and this
 26 Stipulated Permanent Injunction.

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1 6. Pursuant to Federal Rule of Civil Procedure 41(a)(1) and (2), all claims
2 and counterclaims are hereby dismissed with prejudice.

3 **IT IS SO ORDERED.**

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9 DATED: February 6, 2012

By: 

Honorable John A. Kronstadt
US District Court,
Central District of California

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WOLFE & WYMAN LLP
ATTORNEYS & COUNSELORS AT LAW

